

**EMPLOYMENT AGREEMENT BETWEEN THE
TOWNSHIP OF HOLMDEL
AND
FRANK ALLOCCO
AS CHIEF OF POLICE**

**Prepared By:
Michael L. Collins**

**Draft Date:
September 23, 2022**

**ARTICLE 1
RECOGNITION**

THIS AGREEMENT entered into this 27 day of September 2022, by and between the TOWNSHIP OF HOLMDEL, in the County of Monmouth, State of New Jersey ("the Township"), and FRANK ALLOCCO, individually as CHIEF OF POLICE ("Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police, subject to the provisions of Title 11A. This agreement represents the complete and final understanding on all bargaining issues between the Township and the Chief of Police.

**ARTICLE 2
MANAGEMENT RIGHTS**

The Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the Laws of New Jersey and of the United States.

**ARTICLE 3
RESPONSIBILITIES OF THE CHIEF OF POLICE**

The responsibilities of the Chief of Police shall be governed by State Law, including but not limited to N.J.S.A. 40A:14-118 et seq., the Revised General Ordinances of the Township of Holmdel, including but not limited to § 2-26.5, and the regulations and the policies established by the Township.

**ARTICLE 4
WORKWEEK**

The Chief of Police shall spend sufficient time at his job to ensure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall work at least forty (40) hours per week. The Chief of Police recognizes that he is not eligible for overtime or comp time.

**ARTICLE 5
LEAVE**

A: Sick Leave

As provided in Article VI of the employment contract between the Township of Holmdel and the Holmdel Township Senior Officers in force at the time of entry into this agreement (the "SOA Agreement"). Any compensation for unused sick leave shall be governed by the same.

B: Vacation Time / Personal Time

As provided in Article IV the SOA Agreement. Any compensation for unused vacation time or personal time shall be governed by the same.

C: Funeral Leave

As provided in Article VIII of the SOA Agreement, with any required extended bereavement to be approved the Township Administrator.

D: Holidays

As provided in Article III of the SOA Agreement, including additional compensation for any holidays that are worked as provided in same.

**ARTICLE 6
LONGEVITY**

There shall be no payments for longevity afforded under this Agreement.

**ARTICLE 7
INSURANCE**

The following terms shall govern the Township's provision of the corresponding employee insurance benefits, including any required contributions by the Chief of Police to same:

A: Life insurance

As provided in Article VII of the SOA Agreement.

B: Medical Plan

The Township shall provide the Chief of Police with medical and hospitalization coverage as well as his eligible spouse and/or dependents. Coverage shall be offered through the New Jersey State Health Benefits Plan. The Township reserves the right to change carriers provided the level of benefits remains the same. The Chief of Police shall contribute to the premium costs of said plan through payroll deductions as per the Pension and Health Benefit Reform Law, P.L. 2011, c. 78. at the Tier IV rates (for medical and prescription coverage).

C: Prescription Plan

As provided in Article VII of the SOA Agreement.

D: Dental Plan

As provided in Article VII of the SOA Agreement.

E: Short-Term Disability Insurance

As provided in Article VII of the SOA Agreement.

F: Long-Term Disability Insurance

As provided in Article VII of the SOA Agreement.

**ARTICLE 8
INDEMNIFICATION**

The Chief of Police shall be included under applicable professional liability insurance policies provided by the Township and indemnified for actions and/or omissions made in the course of employment pursuant to the terms and conditions of the Revised General Ordinances of the Township of Holmdel governing the indemnification of municipal employees.

**ARTICLE 9
PROFESSIONAL EDUCATION/LAW ENFORCEMENT**

The Chief of Police will be afforded an education stipend of \$5,000 usable towards professional education relating to his job description. Such participation shall be subject to the approval of the Township Administrator.

**ARTICLE 10
SALARY**

The annual base salary shall be paid in regular periodic payments and shall be creditable compensation for PFRS. Both the Township and the Chief of Police shall pay their respective PFRS contributions.

The annual base salary for the Chief of Police shall be as follows:

March 1, 2022 – February 28, 2023	\$194,929
March 1, 2023 – February 29, 2024	\$201,264
March 1, 2024 – February 28, 2025	\$208,308
March 1, 2025 – February 28, 2026	\$215,078
March 1, 2026 – February 28, 2027	\$222,606

Any amount of salary for service prior to entry into this contract that was not previously paid by the Township, including but not limited to the period in which the Chief of Police served as the appointed Acting Chief of Police, shall be provided in the form of retroactive pay.

**ARTICLE 11
OUTSIDE EMPLOYMENT AND ACTIVITIES**

The Chief of Police may only perform outside employment such as a consultant or teacher as long as such work does not interfere with the requirements and duties of the job as Chief of Police. Any such outside employment shall be subject to the approval of the Township Committee.

**ARTICLE 12
AUTOMOBILE**

The Chief of Police shall have unrestricted use of an unmarked police department vehicle on a twenty-four (24) hour basis, the cost for which shall be borne by the Township. Such vehicle shall be used by the Chief of Police only for official police business, attendance at approved meetings, seminars, conferences, and the like, as well as authorized personal use that is incidental to official police business, recognizing the need of the Chief of Police to respond immediately to emergency situations.

**ARTICLE 13
MOBILE DEVICE**

The Chief of Police shall receive a reimbursement for mobile device consistent with the provisions of Article 18.

**ARTICLE 14
CLOTHING ALLOWANCE**

The Chief of Police shall receive a clothing allowance consistent with that afforded to the Senior Officers pursuant to the SOA Agreement.

**ARTICLE 15
MAINTENANCE OF STANDARDS**

This Agreement is not intended to alter the rights, benefits or obligations of the Chief of Police pursuant to existing Ordinances of the Township, the laws of the State of New Jersey and of the United States of America, except where provisions of this Agreement shall control. This Agreement will control all negotiable terms and conditions of employment of the Chief of Police in the Township.

**ARTICLE 16
SEPARABILITY AND SAVINGS**

If any provisions of this Agreement or any provisions of the Agreement to the Chief of Police are held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 17
FULLY BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, or not covered by this Agreement, nor whether not within the

knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement, except as set forth in this Article.

ARTICLE 18
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either Township Ordinance or the Rules and Regulations of the Police Department for the Township, and any present or past benefits which the Chief of Police customarily enjoys, but that have not been specifically included in this Agreement, shall be continued.

ARTICLE 19
TERM AND RENEWAL

This Agreement shall be in full force and effect on its date of execution, with retroactive effect to March 1, 2022, and shall remain in effect until February 28, 2027. The terms of this Agreement shall remain in force until such time as the parties renegotiate it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

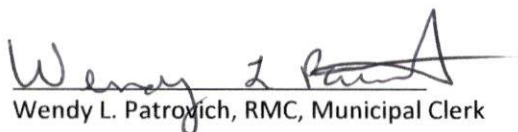
Attest:


Brian O'Malley

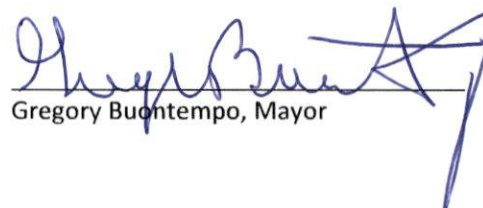
CHIEF OF POLICE


Frank Allocco

Attest:


Wendy L. Patrovich, RMC, Municipal Clerk

TOWNSHIP OF HOLMDEL


Gregory Buontempo, Mayor